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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/707,593

12/23/2003

William J. Jetter

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EXAMINER

IWARERE, OLUSEYE

ART UNIT

PAPER NUMBER

3687

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PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 10/707,593	<b>Applicant(s)</b> JETTER ET AL.	
	<b>Examiner</b> OLUSEYE IWARERE	<b>Art Unit</b> 3687	

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE \_\_\_\_ MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☐ Responsive to communication(s) filed on \_\_\_\_.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☐ Claim(s) \_\_\_\_ is/are pending in the application.  
     4a) Of the above claim(s) \_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_ is/are allowed.
- 6) ☐ Claim(s) \_\_\_\_ is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
     Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
     Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
     a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)                                | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. ____. |
| 2) <input type="checkbox"/> Notice of Draftperson's Patent Drawing Review (PTO-948)                        | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date ____. | 6) <input type="checkbox"/> Other: ____.  |

### **DETAILED ACTION**

1. This communication is in response to the correspondence received August 12, 2009. Amendments to claims 1, 4, 21, 37, 52 and 59 have been entered and have been considered below.

#### ***Continued Examination Under 37 CFR 1.114***

2. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 3/31/2010 has been entered.

#### ***Claim Rejections - 35 USC § 103***

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. **Claims 1, 4 – 14, 18, 19, 21 – 31, 35, 37 – 47 and 52 – 65 are rejected under 35 U.S.C. 103(a) as being unpatentable over Guinan (7,536,336), in view of Yuan (2002/0038277).**

**As per claims 1, 10, 14, 21, 37 – 39, 44, 52, 53 59 and 60,** Guinan discloses a system, method and computer-readable medium having computer-executable instructions performing a method to manage a supply chain, comprising:

a purchase order management module operable on a processor to electronically receive purchase order information from a buyer and to store and track information associated with each purchase order, the purchase order comprising an order from a buyer to buy at least one of goods and services from a seller (abstract discusses transactions between buyers and sellers, the purchase order management module being managed by a third party entity other than the buyer or seller (abstract discusses multi-party transaction);

an and trade document management module to electronically store, aggregate and manage trade documents related to each purchase order and required for presentment and reconciliation of each purchase order, (abstract discusses storing and aggregating offers);

a database associated with the purchase order management module to store and track information associated with each purchase order (col. 14, lines 19 – 27 discuss storing transaction information);

a payment construction module to create a payable instrument in response to receiving the purchase order information, wherein the payable instrument comprises an instrument that is payable upon fulfillment of payment conditions, the payment conditions being set by the buyer to be fulfilled prior to the payable instrument being

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payable (abstract discusses payment of the transaction in which the funds are agreed-upon);

an agreement management module to warehouse, adjudicate and provide status reporting on payment conditions related to each purchase order (col. 14, lines 19 – 27 discuss retrieving the status of offers); and

comprising a database associated with the purchase order management module to store and track information associated with each purchase order (col. 11, lines 61 – 67 discusses tracking information relating to the transaction).

However, Guinan fails to explicitly disclose a collaboration and workflow module to support and manage workflow between the other modules and between the buyer and a seller, the collaboration and workflow module comprising a negotiation tool to enable the buyer and seller to negotiate and document discrepancies or disputes between the payment conditions set by the buyer and discharge information presented by the seller and invoices.

Yuan teaches innovative financing method and system, with the features of a collaboration and workflow module to support and manage workflow between the other modules and between the buyer and a seller, the collaboration and workflow module comprising a negotiation tool to enable the buyer and seller to negotiate and document discrepancies or disputes between the payment conditions set by the buyer and discharge information presented by the seller (fig. 1 depicts an auction manager and abstract discusses inspecting the goods or services before having to pay); and

invoices (fig. 8 depicts an invoice).

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Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the invoices as in Praisner in the system executing the method of Guinan with the motivation of offering dynamic payment as taught by Praisner over that of Guinan.

**As per claims 22, 54,** Guinan further discloses, comprising a database associated with the purchase order management module to store and track information associated with each purchase order (col. 11, lines 61 – 67 discusses tracking information relating to the transaction).

**As per claims 4 and 23,** Yuan discloses wherein the payment construction module sorts approved purchase orders by a criteria predefined by the buyer (abstract discusses order management).

**As per claims 5, 24 and 40,** Guinan further discloses comprising a set of rules to control creation of each payable instrument (col. 13, lines 32 – 46 discuss rules that dictate payment).

**As per claims 6, 25, 41, 55 and 62,** Guinan discloses wherein the payment construction module supports settlement under at least one of a binary condition, a qualified condition and a documentary condition, wherein settlement relates to payment

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from the buyer upon fulfilling the payment conditions set by the buyer (abstract discusses settlement conditions).

**As per claims 7, 26, 42, and 56 and 61**, Guinan discloses wherein the payable instrument comprises at least one of a documentary credit instrument and an open account instrument (col. 2, lines 23 – 38 discuss credit instruments).

**As per claims 8 and 27**, Guinan discloses wherein the payment construction module transmits information to the purchase order management module to indicate which purchase orders are covered under a documentary credit instrument (col. 2, lines 23 – 38 discuss which purchase offers are covered with which credit instruments).

**As per claims 9, 28 and 43**, Guinan discloses wherein the payment construction module is adapted to send documentary credit information to a service provider to issue a documentary credit (col. 2, lines 23 – 38 discusses sending documentary credit information).

**As per claims 11, 29 and 45 and 63**, Guinan discloses wherein the agreement management module adjudicates payment conditions by tracking whether any payment conditions have been discharged (abstract discusses payment conditions).

**As per claims 12, 30, 46, 57 and 64,** Guinan discloses wherein the agreement management module is adapted to compare seller discharge information to payment conditions to determine if the payment conditions have been discharged (abstract discusses payment conditions).

**As per claims 13, 31, 47, 58 and 65,** Guinan discloses wherein the agreement management module is programmable to discharge payment conditions on at least one of an exact match comparison or predefined variances from an exact match (abstract discusses settlement conditions).

**As per claims 18 and 35,** Yuan discloses wherein the invoice and trade document management module is receives invoice information from a seller (fig. 8 depicts receiving invoice information).

**As per claim 19,** Yuan discloses, wherein the invoice information is receivable via one of a printed format, facsimile and a communication network ([0012] discusses printed media).

**As per claims 38, 53 and 60,** Guinan discloses wherein adjudicating any payment conditions comprises at least one of discharging any payment conditions, accepting any payment condition discrepancies or accepting any payment condition discrepancies with changes (abstract discusses settlement conditions).



**5. Claims 15 – 17, 32 – 34 and 48 – 50 are rejected under 35 U.S.C. 103(a) as being unpatentable over Guinan (7,536,336) and Yuan (), in view of Land et al. (7,194,431).**

**As per claims 15, 32 and 48,** Guinan discloses the claimed invention but fails to explicitly further disclose comprising a negotiation tool to enable the buyer and seller to negotiate and document discrepancies or disputes.

Land teaches a method and apparatus for managing remittance processing within account receivables wherein the negotiation tool comprising a negotiation tool to enable the buyer and seller to negotiate and document discrepancies or disputes (col. 1, lines 6 – 12; discusses dispute management).

From this teaching of Land it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the dynamic payment cards and related management systems and associated methods of Guinan to include the negotiation tool taught by Land, in order to resolve problems associated with the process.

**As per claims 16, 33 and 49,** Guinan discloses the claimed invention but fails to explicitly disclose wherein the negotiation tool comprises a browser to negotiate disputes or discrepancies interactively and on-line.

Land teaches a method and apparatus for managing remittance processing within account receivables comprising a browser to negotiate disputes or discrepancies interactively and on-line (fig. 3 depicts a browser).

From this teaching of Land it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the dynamic payment cards and related management systems and associated methods of Guinan to include the browser taught by Land, in order to resolve problems associated with the process.

**As per claims 17, 34 and 50**, Guinan discloses the claimed invention but fails to explicitly disclose wherein the collaboration and workflow module comprises a digital rights management feature to manage rights to and ownership of electronic title documents.

Land teaches a method and apparatus for managing remittance processing within account receivables wherein the collaboration and workflow module comprises a digital rights management feature to manage rights to and ownership of electronic title documents (col. 12, lines 50 – 57; discusses ownership).

From this teaching of Land it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the dynamic payment cards and related management systems and associated methods of Guinan to include the ownership management feature taught by Land, in order to provide verification.

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**6. Claims 20, 36 and 51 are rejected under 35 U.S.C. 103(a) as being unpatentable over Guinan (7,536,336) and Yuan (2002/0038277), in view of Praisner al. (7,319,986).**

**As per claims 20, 36 and 51**, Praisner further comprising an image capture and key entry module to convert non-electronic information into predetermined electronic format for receipt and use by the invoice and trade document management module (fol. 5, lines 6 – 35 discusses conversion).

### ***Response to Arguments***

7. Applicant's arguments with respect to claims 1 and 4 – 64 have been considered but are moot in view of the new ground(s) of rejection.

### ***Conclusion***

8. Any inquiry concerning this communication or earlier communications from the examiner should be directed to OLUSEYE IWARERE whose telephone number is (571)270-5112. The examiner can normally be reached on M-Th.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Matthew S. Gart can be reached on (571)272-3955. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Matthew S Gart/  
Supervisory Patent Examiner, Art  
Unit 3687

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